

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

FIRST AMERICAN TITLE INSURANCE *
COMPANY,

*

Plaintiff,

*

vs.

*

CASE NO. 4:12-CV-10 (CDL)

APEX TITLE, INC.; THE LAW
OFFICE OF MICHAEL A. EDDINGS, *
P.C.; MICHAEL A. EDDINGS,
individually; SONYA EDDINGS; *
COLUMBUS BANK AND TRUST
COMPANY; UPTOWN FISH HOUSE LLC; *
and EDDINGS HOLDINGS INC. d/b/a
COFFEE BEANERY, *

Defendants.

*

O R D E R

Plaintiff First American Title Insurance Company ("First American") filed its Complaint against Defendants on January 13, 2012. Defendant Columbus Bank and Trust ("CB&T") filed a Motion to Dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6) (ECF No. 23). In response, First American filed a Motion for Leave to File Amended Complaint (ECF No. 32), seeking to clarify its claims against CB&T. Under Federal Rule of Civil Procedure 15(a)(2), a party may amend its pleading with the Court's leave, and the "court should freely give leave when justice so requires." Fed. R. Civ. P. 15(a)(2). At this early stage in the proceedings, the Court finds that it is appropriate to

permit First American to amend its Complaint. See Rules 16/26 Order 7, ECF No. 41 (stating that proposed scheduling order shall include a deadline for amending pleadings and that a "party is not required to obtain consent or leave of court to file amended pleadings as long as the amended pleadings are filed prior to the deadline in the scheduling order"). First American shall file its Amended Complaint on or before May 18, 2012. The Court terminates CB&T's Motion to Dismiss (ECF No. 23) as moot. Should CB&T contend that the Amended Complaint fails to state a claim, then CB&T shall file a renewed Motion to Dismiss on or before June 1, 2012; the renewed Motion to Dismiss should focus on the Amended Complaint.

In their Answers to the Complaint, Defendants Apex Title, Inc., Michael A. Eddings and Law Office of Michael A. Eddings, P.C. asserted crossclaims against various Defendants, including CB&T. CB&T filed a Motion to Dismiss the crossclaims (ECF No. 27). In response, Apex Title, Inc. voluntarily dismissed its crossclaim against CB&T. Apex Title, Inc.'s Resp. to Mot. to Dismiss Crossclaim, ECF No. 33. Defendants Michael A. Eddings and Law Office of Michael A. Eddings P.C. filed Motions for Leave to Amend their Answers in order to clarify their crossclaims against CB&T (ECF Nos. 38, 39 & 40). As discussed above, the "court should freely give leave [to amend] when justice so requires," Fed. R. Civ. P. 15(a)(2), and the Court's

Rules 16/26 Order requires the parties to include a deadline for amending pleadings in their proposed scheduling order and states that a "party is not required to obtain consent or leave of court to file amended pleadings as long as the amended pleadings are filed prior to the deadline in the scheduling order," Rules 16/26 Order 7. For these reasons, the Court finds that it is appropriate to permit Michael A. Eddings and the Law Office of Michael A. Eddings, P.C. to amend their Answers. The Amended Answers shall be filed on or before May 25, 2012. The Court terminates CB&T's Motion to Dismiss the Crossclaims (ECF No. 27) as moot. Should CB&T contend that any crossclaims contained in the Amended Answers fail to state a claim, then CB&T shall file a renewed Motion to Dismiss on or before June 8, 2012; the renewed Motion to Dismiss should focus on the Amended Answers.

IT IS SO ORDERED, this 14th day of May, 2012.

S/Clay D. Land

CLAY D. LAND
UNITED STATES DISTRICT JUDGE